

RESOLUTION NO. 107-01

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO OUTDOOR PROMOTIONS, INC.

Recitals.

1. Outdoor Promotions, Inc., a Colorado corporation, hereinafter referred to as the Petitioner, represents that it is a legally created entity authorized to conduct business in the State of Colorado. Petitioner represents that it has entered into an agreement with the County of Mesa, Colorado, which authorizes the Petitioner to provide Transit shelters at various transit stops in Mesa County.

2. The Petitioner has requested that the City Council issue a Revocable Permit to allow the Petitioner to install Transit shelters, with advertising where allowed, in the public right-of-way at 28 locations in the City limits. The Petitioner warrants and represents that the Transit shelters the Petitioner proposes to install at the locations described below, the locations of which were provided by the Petitioner and described by the Petitioner by GPS coordinate data in UTM Zone 12 metric format, shall be situated entirely within the limits of the City's public right-of-way:

Shelter No.	Utm North	Utm East	Advertising Allowed	General Location
5043	4332396.1030	713113.9240	Yes	Horizon Drive at the Grand Vista Hotel
5032	4332200.3570	712898.5500	Yes	Horizon Drive at Wendy's Restaurant
5031	4332199.2350	712845.3500	Yes	Horizon Drive at Holiday Inn Hotel
5029	4331974.6650	712599.8500	Yes	Horizon Drive at Burger King Restaurant
5033	4331904.0470	712591.7000	Yes	Horizon Drive at Super 8 Motel
5028	4331618.9020	712395.0390	Yes	Horizon Drive at Applebee's Restaurant
5017	4329910.7640	715740.9810	Yes	Southeast Cor. Patterson Rd. & 29.5 Rd.
5036	4329893.1120	714968.9060	Yes	Southeast Cor. Patterson Rd. & 29 Rd.
5013	4329856.7240	713621.0790	No	Southwest Cor. Patterson Rd. & 28.25 Rd.
5019	4328270.9200	714588.9390	Yes	Southeast Cor. North Ave. & 28.75 Rd.
5018	4328297.2510	714450.6310	Yes	Northwest Cor. North Ave. & 28.75 Rd.
5020	4328285.2860	713916.3230	Yes	North Avenue at City Market Fuel Station
5021	4328255.4540	713772.6530	Yes	Southeast Cor. North Ave. & 28.25 Road
5022	4328250.1970	713548.6420	Yes	North Avenue at K-Mart
5038	4331436.9890	712314.4170	Yes	Northeast Cor. Horizon Drive & G Road
5037	4329830.1050	712706.7400	No	Patterson Rd. South of Spring Valley Sub.
5010	4329817.4830	712152.9680	No	Southeast Cor. Patterson Rd. & 15 th St.
5011	4329840.3500	712053.7810	Yes	Northwest Cor. Patterson Rd. & 15 th St.
5023	4328270.8200	713318.1870	Yes	Northwest Cor. North Avenue & 28 Road
5024	4328237.8330	713085.0150	Yes	Southwest Cor. North Avenue & 25 th St.
5003	4328228.0700	711619.3020	Yes	Northwest Cor. North Avenue & 12 th St.
5002	4328022.8800	711744.6630	Yes	12 th Street at Lincoln Park
5001	4327970.1710	711719.7560	Yes	12 th Street at Messiah Lutheran Church

Shelter No.	Utm North	Utm East	Advertising Allowed	General Location
5035	4328189.7880	711189.2960	Yes	Southeast Cor. North Avenue & 8 th St.
5039	4327317.7960	711018.2320	Yes	7 th Street at R-5 High School
5006	4328346.1240	710131.6960	No	1 st Street & Sherwood Drive
5027	4328202.7630	710660.6030	Yes	Northwest Cor. North Avenue & 5 th St.
5025	4328178.5550	710734.7590	Yes	Southeast Cor. North Avenue & 5 th St.

3. Based on representations made by the Petitioner, and the fact that Mesa County has entered into an agreement with the Petitioner, the City Council has determined that the request would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the stated purposes, within the City's public right-of-way in the specific locations shown , subject to each and every term and condition contained herein and in the attached Revocable Permit.
2. The City's existing prohibitions against advertising and signs in residential areas shall apply to each Transit shelter located adjacent to a residentially zoned area of the City ("residential shelter").
3. Permittee shall not use or construct any Transit shelter in the City's limits unless it also uses and maintains the five residential shelters without any signs or advertising on or within or a part of the residential shelters.

PASSED and ADOPTED this 17th day of October, 2001.

Attest:

/s/ Cindy Enos-Martinez
President of the City Council

/s/ Stephanie Tuin
City Clerk

REVOCABLE PERMIT
To Outdoor Promotions, Inc.
For Transit Shelters

Recitals.

1. Outdoor Promotions, Inc., a Colorado corporation, hereinafter referred to as the Petitioner, represents that it is a legally created entity authorized to conduct business in the City and the State of Colorado. Petitioner represents that it has entered into an agreement with the County of Mesa, Colorado pursuant to which the Petitioner will provide Transit shelters at various transit stops in Mesa County.

2. The Petitioner has requested that the City Council of the City issue a Revocable Permit to allow the Petitioner to install 28 Transit shelters in the public right-of-way in the City limits, 5 of which shall have no advertising. The Petitioner warrants and represents that the Transit shelters shall be located only at the locations described, which locations were provided by the Petitioner and described by the Petitioner by GPS coordinate data in UTM Zone 12 metric format, and shall be situated entirely within the limits of public right-of-way:

Shelter No.	Utm North	Utm East	Advertising Allowed	General Location
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5027	4328202.7630	710660.6030	Yes	Northwest Cor. North Avenue & 5 th St.
5025	4328178.5550	710734.7590	Yes	Southeast Cor. North Avenue & 5 th St.

3. Based on representations made by the Petitioner, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purposes described and within the limits of the public right-of-way described; provided, however, that Petitioner warrants and promises to abide by the following conditions and terms:

1. The Petitioner warrants and represents that the Transit shelters to be installed or maintained by the Petitioner at the above stated locations:
 - (a) will be situated entirely within the limits of public right-of-way except as otherwise approved by the Director of Public Works and Utilities in writing upon his receipt of evidence that each affected landowner has consented in writing;
 - (b) will not encroach over or across, or be located above, any buried utility; and
 - (c) No Transit shelter in the City shall be lawful or authorized unless each Transit shelter that is adjacent to a residentially zoned area has no advertising or signs, consistent with the City's Zoning and Development Code.

2. The Petitioner shall at all times maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City, its officers, employees, agents and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons arising from the facilities of the Petitioner authorized pursuant to this Permit. Such insurance policy shall have terms and amounts approved by the Risk Manager of the City. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of One Million Dollars (\$1,000,000), combined single limit. A current certificate of insurance shall at all times while this Permit is effective be on deposit with the City's Risk Manager. Such certificate shall designate "the City of Grand Junction, its officers, employees and agents" as additional insureds.

3. The installation, operation, maintenance, repair and replacement of Transit shelters by the Petitioner within the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations to persons and/or property, and to avoid damaging public or private property and assets, including

roadways, sidewalks, utilities, or any other facilities presently existing or which may in the future exist in said right-of-way.

4. Petitioner's use hereunder is subject to the City's, and its assignees and designees, right and privilege to use all or any portion of an City right of way for any purpose whatsoever. As provided in the City's charter, Petitioner acknowledges the risk that the City may, without reason being stated, revoke this Permit at any time and in such event Petitioner shall remove all such Transit shelters and appurtenances and shall restore the right of way, or private property as the case may be, to the original or better condition prior to Petitioner's use and installation of such Transit shelter(s). The City Council may revoke particular locations and/or uses under this Permit without revoking the entire permit.
5. The Petitioner, for itself, its officers, share holders, successors and assigns, agrees and covenants that by acceptance of this Permit it releases and waives and covenants that it shall not hold, nor attempt to hold, the City of Grand Junction (and the City's officers, employees and agents, herein "City"), liable for damages caused to the facilities, personnel, assets, and property to be installed by the Petitioner within the limits of said public right-of-way (including the removal thereof), or any other property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements or City authorized public service providers including utilities.
6. The Petitioner agrees that it shall at all times keep the above described public right-of-way and the facilities authorized pursuant to this Permit in good condition and repair.
7. This Revocable Permit shall not be effective except upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the described public right-of-way available for use by the City or the general public.
8. The provisions concerning release, waiver, holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit .

9. The Petitioner, for itself and for its successors and assigns, agrees that it shall be solely responsible for maintaining and repairing the condition of facilities authorized pursuant to this Permit. The schedule and standards provided for in the City Council's hearing and/or in the approving resolution, which ever is the most strict and beneficial to the City and its citizens, shall govern.

10. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

11. The Petitioner shall not assign this Permit or any right or privilege connected therewith, or allow any other person to install any other facility within the described right-of-way or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City. Any attempt to sublet, assign or transfer without the prior written consent of the City shall be void *ab initio*. Any consent by the City shall not be a consent to a subsequent assignment or occupation by any other party. Any unauthorized assignment or permission to occupy by the Petitioner shall be void and shall, at the option of the City, provide reasonable cause for the City to revoke this Permit. This Permit shall not be assignable by operation of law without the formal approval and ratification by the City Council of the City.

12. By signing this Permit, the Petitioner affirmatively represents that he has authority to bind Outdoor Promotions, Inc., to the terms and conditions of this Permit.

Dated this _____ day of _____, 2001.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioner

Gary D. Young, President of Outdoor Promotions, Inc., a Colorado corporation

AGREEMENT

Outdoor Promotions, Inc., a Colorado corporation, for itself and for his successors and assigns, does hereby agree to: Abide by each and every term and condition contained in the foregoing Revocable Permit; As set forth, indemnify the City of Grand Junction, its officers, employees and agents and hold the City of Grand Junction, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit; Within thirty (30) days of revocation of said Permit, peaceably surrender said public right-of-way to the City of Grand Junction and, at its sole cost and expense, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2001.

Outdoor Promotions, Inc.,
a Colorado corporation

Gary D. Young, President

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2001, by Gary D. Young as President of Outdoor Promotions, Inc., a Colorado corporation.

My Commission expires: _____

Witness my hand and official seal.

Notary Public